

**A COMMITMENT TO PROVIDING
PERSONALIZED & COST-EFFECTIVE
JANITORIAL SERVICE TO:
BURBANK WATER & POWER,
PARKS, RECREATION & COMMUNITY SERVICES,
& PUBLIC WORKS**



*ABM JANITORIAL SERVICES'
RECOMMENDED CLEANING PROGRAM FOR
CITY OF BURBANK*

Prepared for:

City of Burbank

Prepared by:

Nancy Breitman, Business Development & Client Relations
ABM Janitorial Services - Los Angeles

STATEMENT OF QUALIFICATION PACKAGE

PRICE AGREEMENT NO. 1771

CUSTODIAL AND OTHER RELATED SERVICES

SUBMIT TO: PURCHASING MANAGER, CITY OF BURBANK
ADMINISTRATIVE SERVICES BUILDING
301 E. OLIVE AVENUE, P.O. BOX 6459
BURBANK, CA 91510-6459

This Statement of Qualification Package (SOQ) has been developed to assist the City in screening potential bidders interested in submitting bids for this price agreement. This SOQ is designed to identify potential discrepancies within the bidder's background, if any, which may hinder, impede, or otherwise substantiate a negative result from the quality of work obtained through the bidder.

The undersigned certifies under penalty of perjury that all statements contained within this SOQ are true and correct. **NOTE:** Submission of an incomplete SOQ shall result in disqualification from participation in this price agreement. If something does not apply, please complete information request with an "N.A."

1. BIDDER'S GENERAL AND FINANCIAL INFORMATION¹

1.1. Bidder's Name: ABM Janitorial Services
Specific Contact Person: Nancy Breitman
E-Mail Address for Contact Person: Nancy.Breitman@abm.com
Principal Office Address: 5200 S. Eastern Avenue
Los Angeles, CA 90040
Phone Number: 323-720-4020
Facsimile Number: 323-720-4006

1.2. Entity Type: Corporation

- 1.3. a. Does bidder have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence?
Yes ☒ No ☐
- b. Does bidder have a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?
Yes ☒ No ☐

¹ Please attach a copy of your most recent financial statement and annual report for Proposers that are publicly held corporations in addition to the provision of information on this form.

- 1.4 Within the last five (5) years has bidder or any officer or partner of bidder performed a contract with the City? If so, list the names and dates for the performance of each contract:

N/A

- 1.5 Within the last five (5) years, has any officer or partner of bidder's organization ever been an officer or partner of an organization which failed to complete a project? YES _____ NO ☒ If so, list the names of each owner, the dates and circumstances on a separate sheet of explanation:

- 1.6 Please complete the following Bank Reference information:

a) Name of Institution: Bank of America
b) Address: 315 Montgomery St.
c) City: San Francisco State: CA Zip: 94104
d) Contact Name/Title: Mimi Drew
e) Telephone No: (415) 622-0339
f) Facsimile No: (415) 622-1878

- 1.7 Please attach financial statements, audited if available, including a current balance sheet and income statement.

Balance sheet shall include the following items as a minimum:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivables, notes, receivables, accrued income, deposits, materials inventory and prepaid expenses).
- b) Net Fixed Assets.
- c) Other Assets (e.g., capital, capital stocks, authorized and outstanding shares and par values, earned surplus, and retained earnings).
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e) Other Liabilities.

- 1.8 Name and address of firm preparing financial statement and date thereof:

KPMG, LLP - 55 2nd Street, Suite 1400
San Francisco, CA 94105

- 1.9 Is the financial statement identical for the organization named on the first page of this Statement of Qualification? YES _____ NO _____

- 1.10 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary, etc.):

ABM Janitorial Services - Southwest, Inc. is a
subsidiary of ABM Industries, Inc.

1.11. Please provide the following information for each type of insurance coverage required for the Project:

a) Insurance Type: **Public Liability & Property Damage**
b) Minimum Coverage: **\$1.0 Million Combined Single Limit, Any One Occurrence**
c) Policy Number: XLG21703175
d) Insurance Company: Ace American Insurance Co.
e) Address: 1601 Chestnut St.
f) City: Philadelphia State: PA Zip: 19101
g) Contact Name/Title: _____
h) Telephone No: _____

a) Insurance Type: **Automobile**
b) Minimum Coverage: **\$1.0 Million Combined Single Limit**
c) Policy Number: ISAH08013561
d) Insurance Company: Ace American Insurance Co.
e) Address: 1601 Chestnut St.
f) City: Philadelphia State: PA Zip: 19101
g) Contact Name/Title: _____
h) Telephone No: _____

a) Insurance Type: **Worker's Compensation**
b) Minimum Coverage: **As Required by Law**
c) Policy Number: WCUC44467203
d) Insurance Company: Ace American Insurance Co.
e) Address: 1601 Chestnut St.
f) City: Philadelphia State: PA Zip: 19101
g) Contact Name/Title: _____
h) Telephone No: _____

1.12 Is your firm currently the debtor in a bankruptcy case? YES _____ NO ☒

If "YES" please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

1.13 In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

YES _____ NO ☒

If "YES" please explain on a separate signed page the insurance carrier's name, the form of insurance and the refusal year.

1.14 Do you have a current Injury and Illness Prevention Program on file (S.B.198 Compliance)? YES ☒ NO _____

WAIVER, VERIFICATION & DECLARATION

I declare, under penalty of perjury under the laws of the State of California, that I have personally reviewed this Statement of Qualification Package and that the foregoing information is true and correct.

The undersigned hereby gives permission to the City of Burbank to obtain any and all relevant financial and credit information including, but not limited to account balances at any financial institution, in order to verify information contained in the Statement of Financial Condition.

The undersigned hereby waives any cause of action against any financial or credit institution and its employees which provide such information to the City of Burbank.

Executed this 8th day of December 2008, at Los Angeles, California.

ABM Janitorial Services
Firm or Entity Name

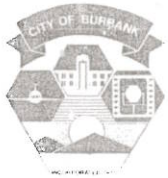
5200 S. Eastern Avenue
Address

Los Angeles, CA 90040
City and State

James M. Altieri Vice President
Signature and Title

James M. Altieri
Regional Vice President
Typed Name and Title

323-720-4020
Telephone Number



CITY OF BURBANK
275 EAST OLIVE AVENUE, P.O. BOX 6459, BURBANK, CALIFORNIA 91510-6459
www.ci.burbank.ca.us

ADDENDUM NO. 1

December 10, 2008

QUOTATION NO: 2008-056 (PA 1771)
DUE DATE CHANGES FROM: Tuesday, December 16, 2008
DUE DATE CHANGES TO: Friday, December 19, 2008
SUBJECT: Custodial and Other Related Services

1. Remove and replace the following pages:
 - General Condition – Page 1 of 10 and Bidder's Quotation Pages, Page 8 of 10

Please note the following additions/deletions/clarifications to the above Price Agreement:

Question No. 1: What is the current hourly rate the City is paying for custodial services?
Answer No. 1: The current contractor charges the City \$11.50 per hour for custodial services.

Question No. 2: How much dose the City spend each year for custodial services?
Answer No. 2: The City spends about \$150,000 annually for custodial and other related services.

Question No. 3: Will the City provide cleaning supplies and equipment?
Question No. 3: Yes. The City will provide the cleaning supplies and equipment for the custodial services. However, the successful bidder will be responsible to provide labor, cleaning supplies, and equipment for the other related services (flooring and window cleaning).

Question No.4: Does the City pay overtime and transportation between buildings?
Answer No. 4: No. The City will pay only the amount that is quoted. It will be up to the successful bidder to monitor their employees' hours and pay overtime accordingly. The City does not reimburse for transportation between buildings.

Question No. 5: What is the average rate the City pays for flooring and window cleaning?
Answer No. 5: Currently, the City is paying between \$20-24 per hour for window cleaning, .10-.12 cents per square foot for flooring and .12-.15 cents for carpet cleaning (including dry cleaning).

Question No. 6: General Conditions, Paragraph 4.C. – Realizing that prices are fixed for 2 years. Please clarify that if the State of California implements a January 1, 2010 minimum wage increase. The cash difference will be added to the wage that the City is being charged by the contractor.

Answer No. 6: This section has been modified to state that pricing will be firm for one year (2009). The Bidder's Quotation Pages have been modified to include the State mandated minimum wage increase for the year 2010 and beyond. Also, Section 4.C. has been modified to state the CPI will not apply to year 2010.

FINANCIAL SERVICES DEPARTMENT

Administration / Accounting / Audit / Budget • Accounts Payable • Payroll • Purchasing • Revenue
(818)238-5500 (818) 238-5495 (818)238-5491 (818)238-5466 (818)238-5482

Question No. 7: **General Conditions, Paragraph 16.D.3 – Clarify if the unsafe condition involves City property et.al and how should the contractor handle this situation. Further that the contractor will not be held liable for not servicing the area as long as the condition exists.**

Answer No. 7: This paragraph applies to what the contractor does in his own facility. If an unsafe condition exists on City property then it is the City's responsibility to correct in a timely manner. If a contractor sees an unsafe condition causing exposure to the contractor employees, report it to the city for correction. However, if the hazardous condition is caused by the contractor they are obligated to respond accordingly based on the hazard. An example would be the contractor causing spills on the floor of a building, they must put out caution signs and clean up the spill.

Question No. 8: **General Conditions, Paragraph 18. – Will the City make known all asbestos containing flooring prior to any stripping and/or floor refinishing?**

Answer No. 8: The City will not require the successful bidder to do stripping or refinishing of flooring containing asbestos. This requires trained and certified personnel to perform this type of service.

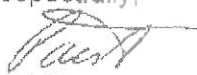
Question No. 9: **Contractor Responsibilities, Paragraph 15. – If our supervisor wears a suit, however has a visible company badge, will that be sufficient?**

Answer No. 9: Yes, this will be acceptable.

Question No. 10: **Contractor Responsibilities, Paragraph 18 – Please clarify what scavenging means?**

Answer No. 10: For this contract's purpose, the definition would be the unauthorized removal of discarded items or refuse intended for disposal or recycling.

Respectfully,


Paul Herman
Purchasing Manager
PH:lv

The undersigned bidder acknowledges receipt of the following addendum issued for the above quotation. **Failure to acknowledge receipt of addendum will disqualify the Bidder. IF YOU HAVE ALREADY SENT IN YOUR BID AND THIS ADDENDUM IS NOT ENCLOSED, PLEASE CONTACT THE PURCHASING DIVISION AT (818) 238-5466.**

Full and Correct Name of Bidder:

COMPANY NAME: ABM Janitorial Services

SIGNED: Nancy Breitman DATE: 12/10/08

PRINT NAME: Nancy Breitman TITLE: Business Dev.

ADDRESS: 5200 S. Eastern Avenue
Los Angeles, CA 90040

TELEPHONE NUMBER: (323) 720-4020 FAX NUMBER: (323) 720-4006

PRICE AGREEMENT 1771
CUSTODIAL AND OTHER RELATED SERVICES – CITYWIDE
GENERAL CONDITIONS

1. **SCOPE OF SERVICES**

To provide custodial services for the City of Burbank Water and Power (BWP), Parks, Recreation and Community Services (PRCS), and Public Works (PW) Departments. Successful bidder will provide custodial services at various City facilities and other related services including the cleaning of exterior and interior windows, carpet cleaning, and hard flooring maintenance.

2. **VENDOR CONFERENCE**

A mandatory vendor conference will be held promptly at 1:00 pm on Friday, December 5, 2008. The meeting will be held in the Management Services Development Center in the Administrative Services Building located at 301 E. Olive Avenue, Burbank, CA 91502. Attendees may confirm their attendance by calling Marco Henriquez at (818) 238-3800. **Failure to attend the vendor conference will disqualify your bid.**

3. **TERM OF CONTRACT**

This Contract will be for one (1) year beginning January 1, 2009 or after all required documents have been received by the City. The City may desire the option of renewing the Contract on a year by year basis for a maximum of three (3) years. This Contract may be renewed yearly pending appropriation of expenditures in the City's budget and approval by City Council of the budget yearly.

4. **PRICES**

- A. Pricing shall include all labor, material, equipment, supplies and overhead costs (including profit) required to perform the work.
- B. It shall be understood that the unit prices bid are firm for the first two (2) years of the contract. An increase or decrease may be made to the bid item amounts for subsequent extensions of the contract.
- C. Price adjustments must be mutually agreed upon and incorporated into an extension agreement, however, the net increase or decrease in the bid item prices shall not be greater than the ceiling amount defined in the United States Department of Labor's Bureau of Labor Statistics, Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County (CUURA421SA0). The month to base the average increase for each year shall be two months prior to the expiration month.
- D. All prices shall be FOB delivered within the City of Burbank.

5. **CONTRACT AWARD**

- A. Award will be based upon lowest overall bidder. An evaluation form containing past usage of custodial services, carpet cleaning, hard flooring maintenance, and contact with past customers will be used to determine lowest overall bidder.
- B. It is the intent of the City to issue three (3) purchase orders – one (1) for each department. The City reserves the right to split this contract and award to more than one vendor, if it is to the City's advantage.

6. **ESTIMATED EXPENDITURE**

It is estimated that the City of Burbank will purchase approximately \$200,000.00 annually for custodial services. It is understood by the bidder that the City of Burbank may purchase an amount above or below the estimate given according to the requirements and needs of the City of Burbank.

7. **ORDERING METHOD**

Except for emergencies, window cleaning, carpet cleaning, and hard surface flooring maintenance will require a written quotation of the total cost of the work to be done. If the total price is unacceptable to the City, other bids may be sought.

8. **MSDS SHEETS AND CERTIFICATIONS**

- A. Successful bidder will be required to submit MSDS on all products being used to the Safety Officer or other representative of the City.
- B. Successful bidder will be required to submit Green Seal Certification for the green cleaning products used to the Safety Officer or other City Representative.

9. **FORM OF BIDDER'S QUOTATION AND SIGNATURES**

Vendor shall submit their bid on the form provided by the City and shall be executed by the vendor's authorized representative. **Failure to use City's form will disqualify the bidder.**

10. **PREPARATION OF BIDDER'S QUOTATION**

- A. All blank spaces in the quotation shall be properly completed. The text of the quotation must not be changed, and no additions shall be made to the terms contained therein.
- B. A Bidder may withdraw a quotation, without prejudice, before the hour fixed for opening of bids, by submitting a written request to the Purchasing Manager for its withdrawal. In such event, the quotation will be returned to the Bidder unopened. No quotation may be withdrawn after the hour fixed for opening bids without approval of the City.
- C. The Bidder shall state in figures the unit prices. If the unit prices and the extended total amount stated by the bidder for any items are not in agreement, then the unit price alone will be considered as representing the bidder's intention, and the base bid will be corrected to conform thereto.
- D. When more than one item appears in the Bidder's Quotation Sheet, Bidders may quote on any one or more item. The bidder must state "NO BID" on items not offering in the quotation. The City reserves the right to accept a bid on each separate item or on any of them offered in any quotation received, except when otherwise provided by specific limitation by the City.
- E. To submit an alternate quotation, the vendor must first submit a quotation as requested or the alternate may not be considered.

11. **ADDRESS AND MARKING OF QUOTATION**

The envelope enclosing the quotation shall be sealed and addressed to the Purchasing Manager, Administrative Services Building, 301 East Olive Avenue, Burbank, California 91502, or P. O. Box 6459, Burbank, California 91510. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words, "Quotation For" followed by the name of the work and the date of bid opening. Faxed and E-Mail transmitted bids will not be accepted.

12. **INTERPRETATION OF PRICE AGREEMENT DOCUMENTS**

If a prospective Bidder is in doubt as to the true meaning or intent of any part of these Documents, they may submit to the Purchasing Manager a written request for an interpretation or a correction thereof. Interpretations or corrections of the Documents shall be made only by addendum duly issued by the Purchasing Manager, and a copy of such addendum will be sent by regular mail, postage prepaid, faxed, or delivered to each person who received a set of the Contract Documents whose address is known to the Purchasing Manager. The City is not responsible for oral interpretation or instructions, all changes will be in writing. Such addendum shall be considered a part of, and incorporated in the Price Agreement Documents.

13. **LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible Bidder, consideration will be given not only to the price but also those matters contained in Burbank Municipal Code 2-2-122. To receive favorable consideration, a Bidder may be required to present evidence that the Bidder has successfully performed similar work of comparable magnitude and complexity, or submit other evidence satisfactory to the City that the Bidder is competent to manage the proposed undertaking and to carry it forward to a successful conclusion. A showing of adequate financial resources may be required, but, unless otherwise stated, it will not be used as the only factor to determine whether a Bidder is able to undertake the proposed work. (<http://www.ci.burbank.ca.us/cityclerk/bmc/CHAPTER%209%20-%20NEW.pdf>)

14. **INSURANCE**

The Contractor shall assume all liability for injuries to persons or damages to property during the performance of the Contract caused by any equipment or materials furnished or work done under the Contract or the operation thereof until completion and acceptance of the work by the City, and shall, at his own expense, furnish and maintain Worker's Compensation Insurance, Automobile Liability, Public Liability, and Property Damage insurance as herein provided, whether performance be by the Contractor, his Subcontractors, or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California with at least an A- rating and found to be acceptable to the City of Burbank. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with the Purchasing Division.

Before a purchase order is issued or delivering any equipment, materials, or the performance of any work by the Contractor, Subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under the Contract, the Contractor must file with the Purchasing Division a policy or an acceptable Certificate of Insurance subject to approval of the City Attorney, indicating the requisite is in full force and effect.

- A. **Worker's Compensation Insurance.** The Contractor shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Worker's Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Contract; The Contractor shall require each and every Subcontractor to secure similar Worker's Compensation Insurance unless already covered by the Contractor. (DO NOT provide an additional insured endorsement.)
- B. **Public Liability and Property Damage.** During the life of this Contract, the Contractor shall secure, pay for and maintain Public Liability and Property Damage Insurance protecting the Contractor from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, his operations or performance under this Contract, whether such operations by the Contractor or by a Subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify and save harmless the City, its officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the work to be performed under said Contract, and the amount of such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence.

14. **INSURANCE** (Continued)

B. **Public Liability and Property Damage.** (Continued)

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

- 1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
- 2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
- 3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4) With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Purchasing Division, 301 E. Olive Ave., Burbank, CA 91502.

If the vendor's insurance company will not use the City's Separate Endorsement Form it may submit standard endorsement forms for review and approval by the Burbank City Attorney's Office. The City requires coverage for both "ongoing operations" and "products-completed operations hazard." In order to satisfy the requirement, the vendor's insurance company shall submit both a CG 20 10 and CG 20 37 endorsement or similar forms acceptable to the City Attorney's Office.

- C. **Automobile Insurance.** Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.
- D. **Damage and Theft.** The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Contract, until after the contract is completed and formal acceptance of the work by the City.
- E. **Blanket Insurance Policies.** Blanket insurance policies complying with the above requirements carried by the Contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City Attorney.

15. **FIDELITY BONDING**

Contractor shall obtain fidelity bonding for all employees performing under this contract. Bonding verification certificates shall be submitted to the Purchasing Division, P.O. Box 6459, 301 E. Olive Avenue, Burbank, CA 91510, within fifteen (15) calendar days after award. All bonds must be executed by a corporate surety authorized to do business as such in the State of California, and secured through an authorized agent in the County of Los Angeles, California. The City of Burbank shall be named as a co-obligee in the amount of \$25,000 or greater. If the bidder is unable to obtain a bond from a company authorized to do business in the State of California, the City may allow a bond to be submitted by a non-admitted surety with a minimum bond rating of A-. All bonds and agreements must be submitted on a form approved by the City Attorney of the City of Burbank.

16. **SAFETY PRACTICES**

- A. The Contractor shall provide such lights, guards, temporary fences, barricades and the like, as may be necessary to prevent damage to the work or injury to persons or property, and he shall also provide protection for adjoining property during the progress and until completion of the Work. The Contractor shall abide by all applicable Safety Orders of the Division of Industrial Safety, State of California, and ordinances of the City, and shall schedule and perform his work to avoid any danger or hazard to other contractors or workmen on the project, or his own men due to work being performed by others.
- B. Weekly safety meetings with the Contractor's representatives, City representatives, and the State Industrial Safety Engineer, shall be held if, in the opinion of the Engineer, conditions on the project warrant such meetings.
- C. Before the Notice to Proceed, the Contractor shall supply the City with Material Safety Data Sheets (MSDS) for all chemicals to be used in the performance of this Contract. The City will make available to the Contractor the MSDS of any products in use in the areas of work covered by this Contract. All hazardous materials to be properly disposed of off-site and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.
- D. The Contractor is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and his own personnel. The Contractor must have in place their own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations and shall submit same to the City Safety Officer for review. California law also requires that the aforementioned program cover all employees. The program shall be written and shall include but not be limited to the following elements:
 - 1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.
 - 2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.
 - 3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

16. **SAFETY PRACTICES** (Continued)

4. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.
6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.
7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contract shall include inspection checklist and training documentation form.
8. The Contractor shall include procedures to investigate occupational injury or occupational illness.
9. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employer's operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

17. **RESERVATIONS**

The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

18. **ASBESTOS FREE**

The Contractor shall verify that all materials used on the site are free of asbestos containing materials and any materials specified that do contain asbestos will be brought to the attention of the City project manager for review and selection of a substitute product.

19. **HOLD HARMLESS**

Contractor shall save harmless and indemnify, and at the City's request defend, the City, its officers, officials, employees, agents, representatives and volunteers from and against any and all claims, demands, actions, expenses, suits, accidents, injuries, liability, and proceedings of any character whatever, including, without limitation, attorney's fees, brought for or on account of, or resulting from or arising out of or in connection with, any act, error, negligence, wrongful conduct, or other action or omission by Contractor or any of Contractor's officers, agents, subcontractors, employees or representatives, in connection with or in the performance of this Contract.

20. **GOVERNING LAW**

The terms of this Contract shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

21. **BUSINESS TAX REGISTRATION**

Successful bidder will be required to have a valid City of Burbank Business Tax Registration

22. **TERMINATION OF AGREEMENT:**

The City may terminate this agreement, with or without cause, at any time after giving thirty (30) days' written notice to the vendor.

23. **RENEWAL OF AGREEMENT:**

The City desires the option of extending this agreement on a year by year basis. If such option is exercised, the terms, and conditions quoted herein are to remain firm for the extended period of the agreement. Prices will be adjusted in accordance with the terms stated in Paragraph 4. AGREEMENT OR EXCEPTION TO THIS OPTION MUST BE SPECIFIED ON THE BIDDER'S QUOTATION.

24. **EXTENSION OF CONTRACT TO OTHER LOCAL PUBLIC AGENCIES:**

The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the agency and the bidding contractor. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with the successful bidder. The City of Burbank does not warrant any additional use of the contract by such agencies. The bidder's response as requested on the Bidder's Quotation will in no way affect the City of Burbank's consideration of this bid. Exception to this must be clearly noted on the Bidder's Quotation.

25. **PROTEST PROCEDURE (BMC Section 2-2-128)**

- A) Upon written request by any bidder who has submitted a bid for supplies, materials, equipment and services, a notice of the proposed award shall be sent to the bidder and posted in the Purchasing Office at least 24 hours prior to awarding the contract or purchase order.
- B) Prior to making the award, any responsive bidder who has submitted a bid may file a "Notice of Intent" to file a protest with the Purchasing Manager. Within three (3) working days after the filing of the notice of intent, the bidder shall file a written protest stating specific reasons for the protest.
- C) The Purchasing Manager shall review the request and provide the protester with a written reply regarding the protest within three (3) working days before the final award.
- D) Any appeal of the Purchasing Manager's decision shall be made to the City Manager or their designee prior to the final award. The City Manager's decision shall be binding and final.
- E) In circumstances of urgent need and when it is in the best interest of the City to do so, the City Manager may dispense with the protest procedure provided for in sub-section (d) of this section and make the award.
- F) Any bid protest that does not comply with the process provided for in this section shall not be reviewed.

26. **STATEMENT OF QUALIFICATIONS**

The City is requiring potential bidders to complete the Statement of Qualifications package to ensure the financial integrity of bidders interested in submitting a bid for this price agreement. Bidders are to complete these forms and return with their bid. **FAILURE TO RETURN COMPLETED FORMS WILL DISQUALIFY THE BIDDER.**

ABM

CUSTODIAL AND OTHER RELATED SERVICES – CITYWIDE
BIDDER'S QUOTATION PAGES
QUOTATION NO. 2008-056

- A. The unit prices listed below will be the price submitted to the City for payment on all invoices. The unit price for Item No. 1 shall include labor only.

ITEM NO.	DESCRIPTION	EST. HOURS	COST PER HOUR 2009	COST PER HOUR 2010 *
1	Custodial Workers – BWP & PW	10,000	\$ 15.00	\$ 15.45
2	Custodial Workers – DeBell Club House	2,000	\$ 15.00	\$ 15.45

*2010 figures will be used to calculate CPI, beginning in 2011.

- B. Except for emergencies, each job cannot begin without the contractor first preparing a written quote for the total cost of the work to be performed. If the total price is unacceptable to the City, other bids may be sought. Unit prices shall include labor, material, overhead, and profit.

DESCRIPTION	COST PER HOUR
Exterior Window Cleaning – with scaffolding	\$32.50
Exterior Window Cleaning – without scaffolding	\$30.00
Interior Window Cleaning – with scaffolding	\$32.50
Interior Window Cleaning – without scaffolding	\$30.00

DESCRIPTION	COST PER SF 1- 500 SF	COST PER SF 501 – 1,000 SF	COST PER SF 1,001 – 5,000 SF
Hard Floor Maintenance – Strip, re-wax & polish	\$0.27	\$0.27	\$0.22
Hard Floor Maintenance – Polish only (including marbie)	\$0.30	\$0.30	\$0.30
Carpet Cleaning – Chemical Dry Clean	\$0.15	\$0.15	\$0.15
Carpet Cleaning – Wet Shampoo	\$0.12	\$0.12	\$0.12

Restore Marble Quarterly \$1.50 \$1.50 \$1.50

* Buffer only.

CUSTODIAL AND OTHER RELATED SERVICES – CITYWIDE
BIDDER'S QUOTATION PAGES
QUOTATION NO. 2008-056
(Continued)

- C. The City may not exercise its option to renew this agreement as stipulated under the General Conditions for the period of: N/A (Indicate one (1) additional year; two (2) additional years; or three (3) additional years.)
- D. Vendor agrees that the Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County (CUURA421SA0). will be used to determine option year increases or decreases.
YES ☒ NO ☐
- E. Does Vendor use "green certified" cleaning products? YES ☒ NO ☐
If no, vendor agrees to incorporate "green certified" cleaning products into their inventory?
YES ☐ NO ☐
- F. Cash discount terms of -0- % -0- days/prox. for prompt payment will apply to all orders. (A minimum of 20 days is required.) Unless otherwise stated, net 30 days shall apply.)
- G. Please indicate if this bid will be extended to other public agencies: YES ☐ NO ☒

The undersigned hereby agrees to furnish the above articles and/or services, at the prices and terms stated, subject to the instructions and conditions shown on the face and reverse of the Request for Quotation, attached General Conditions and Specifications for **PRICE AGREEMENT NO. 1771 – CUSTODIAL AND OTHER RELATED SERVICES.**

COMPANY NAME: ABM Janitorial Services

AUTHORIZED SIGNATURE:  DATE: 12/8/08

PRINT NAME: James M. Altieri TITLE Regional Vice President

ADDRESS: 5200 S. Eastern Avenue
Los Angeles, CA 90040

TELEPHONE NUMBER: (323) 720 4020 FAX NUMBER: (323) 720 4006

TAXPAYER I.D. NO. 94-1729892



CUSTODIAL AND OTHER RELATED SERVICES – CITYWIDE
BIDDER'S QUOTATION PAGES
QUOTATION NO. 2008-056

CONTRACTOR REFERENCES

Please provide a list of at least three (3) agencies or companies for whom you have provided work of a similar nature.

Name of Agency or Company	Writers Guild of America Pension Plan
Address	1015 N. Hollywood Way
	Burbank, CA
Contact Person and Title	Donna Getz
Telephone Number	(818) 846-1065 ext. 151
Project Name/Description	Janitorial Services
Contract Amount	\$52,604 annually
Completion Date	ongoing

Name of Agency or Company	West Alameda Tower, LLC c/o Tiarna RES
Address	3900 W. Alameda
	Burbank, CA
Contact Person and Title	Greg Pineda
Telephone Number	(818) 955-7217
Project Name/Description	Janitorial Services
Contract Amount	\$542,400 annually
Completion Date	ongoing

Name of Agency or Company	City of Downey
Address	Multiple Locations
	Downey, CA
Contact Person and Title	Lea Sharp
Telephone Number	(562) 904-7196
Project Name/Description	Janitorial Services
Contract Amount	\$99,876 annually
Completion Date	ongoing

PRICE AGREEMENT 1771
CUSTODIAL SERVICES FOR BWP, PRCS, & PW
CONTRACTOR RESPONSIBILITIES

1. PROJECT MANAGER

The City of Burbank shall assign a Project Manager (hereafter referred to as "Project Manager") from the Burbank Water and Power (BWP), Park, Recreation, and Community Services (PRCS), and Public Works (PW) Departments to administer this contract and provide direction as required.

2. INSPECTOR

Each Project Manager shall assign an Inspector to inspect and monitor the quantity and quality of work being performed.

3. COMMUNICATIONS WITH CONTRACTOR

Contractor must provide a twenty-four (24) hours per day, seven days per week Contractor monitored phone number. A telephone answering machine or answering service is not sufficient.

4. CONTRACTOR'S PERFORMANCE

All work shall be completed in accordance with standards determined by the appropriate Project Manager or his designee. The Project Manager shall have the authority to require the Contractor to make temporary changes in the assignment of personnel, standard services and service frequencies.

6. FIDELITY BONDING

Contractor shall obtain fidelity bonding for all employees performing under this contract. Bonding verification certificates shall be submitted to the Purchasing Division, P.O. Box 6459, 301 E. Olive Avenue, Burbank, CA 91510, within fifteen (15) calendar days after award. All bonds must be executed by a corporate surety authorized to do business as such in the State of California, and secured through an authorized agent in the County of Los Angeles, California. The City of Burbank shall be named as a co-obligee in the amount of \$25,000 or greater. If the bidder is unable to obtain a bond from a company authorized to do business in the State of California, the City may allow a bond to be submitted by a non-admitted surety with a minimum bond rating of A -. All bonds and agreements must be submitted on a form approved by the City Attorney of the City of Burbank.

7. STATUS OF CONTRACTOR

- a) The City and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent contractor, and shall have control of all work and the manner in which it is performed. Contractor shall hire and utilize its own employees to perform the work required of Contractor under this Contract. It is understood and agreed that Contractor and its employees are not agents or employees of the City and are not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees.
- b) All employees assigned to this contract shall have a minimum of two (2) years of custodial experience with the Contractor's firm. Written documentation shall be provided to the City prior to assignment of any individual to this contract.

8. **EMERGENCY RESPONSE TEAM**

Upon notification from the Project Manager and within one (1) hour of notification, the Contractor shall supply adequate personnel, as determined by the Project Manager, to respond to emergency clean-up and/or set-up situations or other emergency needs as determined by the Project Manager.

9. **PERFORMANCE INTERFERENCE**

Contractor shall notify the Project Manager immediately of any occurrence or condition that interferes with the full performance of the Contractor and confirm it in writing within twenty-four (24) hours.

10. **NOTIFICATION OF NEEDED REPAIRS**

The Contractor shall notify the Project Manager in writing of any needed building repairs on a form approved by the Project Manager. Any emergency repairs evident to the Contractor shall be brought to the immediate attention of the Project Manager.

11. **BUILDING KEY REQUIREMENTS**

- a) The City shall supply the Contractor with appropriate keys and or access codes for the areas covered by this Contract. The Contractor shall keep accurate record of keys and codes issued to its employees. The Contractor shall not duplicate keys given to him or her for any reason. No keys shall be removed from City premises for any reason. The Contractor shall issue keys and/or any other entry device(s) to its employees at the beginning of each work shift. At the end of each work shift, the Contractor shall collect all keys and other entry devices and place them in a secured lock box provided by the Contractor. The Contractor shall provide the Project Manager a key for each lock box used. The Contractor shall immediately report to the Project Manager any lost key or other entry devices.
- b) Should Contractor's loss or failure to control keys result in the necessity for the City to replace locks, the Contractor shall be required to pay for same. Contractor understands and accepts that the agreed upon cost to re-combination a lock core shall be \$30.00 and the cost of each key to be replaced is \$5.00.
- c) In the event of contract termination, cancellation or completion, the Contractor must return all keys issued to him/her.
- d) The Contractor understands and agrees that all monies due him shall be withheld until such time as when the Contractor has returned all keys issued to him. If the Contractor is unable to produce any of the keys issued to him, he shall assume full financial responsibility for changing all affected locks, and providing the necessary keys for those new locks.

12. **ACCESS**

Access routes, entrance gates or doors, parking and storage areas and any imposed time limitations on the Contractor shall be designated by the Project Manager. The Contractor shall conduct its operation in strict observance of the above conditions. The Contractor shall assure that under no circumstances, shall any of its employees enter or move upon any area not authorized by the Project Manager.

13. SUPERVISION

- a) The Supervisor(s) for the Contractor (hereafter referred to as "Supervisor"), shall provide supervision and on-the-job training to insure competent, safe performance of the work; and the Contractor or their authorized agent will make sufficient routine inspections to insure that the work is performed as required by this Contract. Only authorized Contractor employees are allowed on the premises of the City of Burbank buildings. Contractor's employees are not to be, and shall not be, accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an authorized employee. The Supervisor shall physically contact each assigned individual at not less than twice per week.
- b) The Project Manager shall have the authority to require the Contractor to replace the Supervisor(s) at any time during the life of this Contract for any reason.
- c) The City has determined that in order to ensure a safe worksite it is necessary that the Contractor Supervisor(s) be fluent in the English language and shall be able to respond to inquiries from the Project Manager or any other City employee or manager.
- d) The Supervisor(s) shall have the full authority to act for the Contractor at all times to carry out the provisions of this Contract. The Supervisor shall be thoroughly familiar with all provisions of this Contract. The Supervisor(s) shall have in their possession at all times, a copy of the complete Contract.

14. CITY OF BURBANK INSPECTIONS

The Project Manager may conduct random daily inspections of the building work areas covered under this Contract. One or more City employees may be designated by the Project Manager as Inspectors to inspect and monitor the quantity and quality of work performed by the Contractor. The Inspector shall in no manner be considered a supervisor or foreman for the Contractor and shall not issue orders to the Contractor's employees or be responsible for their performance. Any advice provided to the Contractor by the Inspector shall not release the Contractor from fulfilling the provisions of this Contract. The Supervisor shall accompany the Inspector, if required by the Project Manager.

15. MANAGEMENT INSPECTIONS (CONTRACTOR)

The Supervisor(s) shall make sufficient inspections to insure that all services are performed as specified. The Supervisor shall perform a written inspection at least once per week. A copy of the list of standard services and building specific services with a column added for quality of service shall be used for this purpose. This completed inspection form shall be submitted to the Project Manager prior to the end of each work week in which the schedule was performed. The Supervisor(s) shall also carry a paging device at all times and shall be available within one (1) hour, at any time, of the day or night that the service is scheduled to be performed. The Supervisor(s) shall be in the Contractor's supplied managerial uniform indicating him or her to be a Supervisor. The Supervisor(s) shall make him/her self available to the Project Manager to discuss performance of the services or other provisions of this Contract. The Supervisor(s) shall be adequately trained in the compliance of all applicable OSHA, EPA, and other Federal, State and local regulations regarding employee safety and materials handling laws and regulations. If the Supervisor(s) is absent for whatever reason, the Contractor shall immediately supply a competent replacement capable of and who has the authority to carry out the terms of this Contract.

16. MANAGEMENT REPORTS AND DOCUMENTS (SUPPLIER)

- a) The Contractor shall prepare, keep on file and furnish a copy to the Project Manager by the end of each work week, a shift report which includes a list of names of all personnel present for work, showing the names of each person for each area scheduled, and the number of hours worked by each person in each assignment, as certified by the Contractor's time records. It must also include a list of the projects completed the past day, ready for inspection by the Project Manager.
- b) Contractor shall submit a supervisory chain of command document, organizational chart or other document identifying personnel names and telephone numbers, providing updates as necessary. Said document must be submitted to the Project Manager on or prior to the first day of work.
- c) The Contractor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts, including photocopies, of those documents, and to inspect all program data, documents, proceedings and activities.
- d) The Contractor shall provide adequate secretarial, clerical and record keeping support both on-site and off-site to eliminate the need for the Supervisor to personally prepare payroll, daily, weekly and monthly statements and invoices and to personally perform other clerical and record keeping activities.

17. STAFF COMMUNICATION

The City has determined that in order to ensure a safe worksite it is necessary that the Contractor Supervisor(s) be fluent in the English language, and shall be able to respond to inquiries from the Project Manager or any other City employee or manager.

18. SCAVENGING

The Contractor shall develop, implement and maintain adequate procedures and checks to insure that no employee of the Contractor scavenges.

19. SCOPE OF WORK BOUNDARIES

- a) The Contractor shall not provide and shall not solicit any services in the facilities or on the properties of the City other than that which is defined in the Contract. The Contractor shall establish, implement and maintain procedures and controls adequate to prevent its employees from providing any services other than that which is defined in this Contract or soliciting or accepting any gratuities in City facilities.
- b) If the City desires an increase in the scope of services, it shall have the right to solicit bids from the Contractor and also from other contractors. The City shall have the right to award other contracts for additional services if it deems that additional contracts are in its own best interest. The Contractor shall fully cooperate with such other contractors and shall fit its own schedule to that provided under other contracts.
- c) The Project Manager may add areas of work to this Contract. Compensation for any such additional areas will be reimbursed by the City on the basis of the cost-per-hour rate itemized in the Bidder's Proposal.
- d) Bidder understands that the City may at any time during the term of the Contract by written order decrease the dimensions of any part of the work to be performed under this Contract. The Contractor shall continue to faithfully perform the portion of the work not affected by decrease and the amount of compensation to be paid the Contractor shall be determined by the unit prices.

20. NON-COMPLIANCE

- a) Standard acceptable service shall be considered not to have been performed when, in the judgment of the appropriate Project Manager, any one or more of the following conditions exist:
 - i) The specified services in any area were not performed in strict accordance with the specifications and/or the General Conditions of the Contract, services were not performed at the specified frequency, were not performed during the specified shift or part or all of the tasks were performed with less than satisfactory results as determined by the Project Manager.
- b) Non-compliance with the provisions of this contract may be used as the basis for precluding the vendor from bidding on future City Quotation Requests.

21. DEDUCTIONS FOR NON-PERFORMANCE OF SERVICES

The Contractor shall immediately correct any and all areas of non-performance as determined by the Project Manager within four (4) hours of notification. If the Contractor does not correct the areas of non-performance, the City shall cause the correction to take place by any means it chooses and shall deduct the costs incurred plus any City employees costs, including salary and benefits, plus an additional 15% for administrative overhead from the Contractors next invoice. ALL SPECIFICATIONS FOR CUSTODIAL WORK TASKS IDENTIFIED IN SPECIFICATION CS1001 MUST BE COMPLETED FOR THAT AREA TO BE DEEMED IN COMPLIANCE WITH THE PROVISIONS OF THIS CONTRACT AND APPROVED FOR PAYMENT. If a work schedule is not completed per the above definition, a penalty deduction, in addition to the above deduction for recovering City costs to correct the deficiency, of one (1) days' percentage of the monthly total for that facility shall be deducted from the payment to the Contractor for each days non-performance.

22. SECURITY

- a) The Contractor shall take all steps necessary to ensure employee compliance with security rules and regulations of the City and all applicable Federal, State and local rules and regulations. Employees of the Contractor shall not use controlled substances not prescribed for them, nor illegal substances on or off the City's premises and shall not use alcohol on the City's premises nor preceding their work shift when to do so would in any way affect their performance services under this Contract. The Contractor shall attest in writing, that a background check to the extent allowed by law has been conducted on each employee within four (4) weeks of initial employment. The Contractor shall provide written certification that each employee has no records of criminal convictions other than minor traffic violations. The Contractor shall provide written certification of the items contained in the above paragraphs as well as any other information developed in the course of the Contractor's investigation of each employee. This certification shall include the full name, current telephone number, place of residence for the previous three (3) years and employment for previous three (3) years. The City shall have the right to request any additional background information including, but not limited to, employment record of any personnel assigned to fulfill this Contract. The Contractor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the City. The City reserves the right to conduct its own investigation of Contractor's employees.

22. SECURITY (Continued)

- b) The Contractor shall remove from service on the premises of the City, any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Contractor.
- c) Each employee of the Contractor shall use a recording time clock and time card to record at the beginning and end of their respective shift to indicate hours worked. Contractor shall provide each employee performing work under this Contract, a personnel identification badge, the form of which shall be subject to approval by the Project Manager. Contractor's employees shall wear such badges within easy view at all times during performance of services.
- d) The Contractor shall ensure that lost or apparently lost articles that are found by the Contractor's employees be turned in immediately to the Project Manager.
- e) Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the Project Manager in writing of such termination or transfer and shall immediately obtain and void all identification badges. The Contractor shall prevent any of its employees from opening, tampering with, using or removing any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of the services.
- f) The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the Contract and all site rules and practices of the City.

23. SAFETY AND TRAINING

- a) For all operations requiring the placement and/or movement of the Contractor's equipment, Contractor shall observe and exercise, and require its employees to observe and exercise, all necessary caution and safety practices so as to avoid injury to its employees, City employees and the public, damage to property of any and all kinds, and annoyance to and undue interference with the movement of the public and City personnel. The Contractor shall pay for all damages and injuries caused by its employees immediately upon notice from the City. Custodial equipment and supplies shall be stored only in designated areas when not in use. Particular attention shall be paid to window washing ladder safety. The Contractor shall comply with all requirement of Title 8, Article 5 of the General Industrial Safety Orders - "Window cleaning". All Contractor employees changing light bulbs must use a wooden or non-conducting fiberglass ladder. The Contractor's employees work under the Contractor's direct control and supervision. City staff does not direct or control the Contractor's employees' work methods, materials used, or safety practices unless such methods, materials or practices pose a hazard to City employees or the public. At such time, the City may take the necessary actions to stop such activities. All safety training, including mandated "every ten day safety tailgate meetings", Material Safety Data Sheet [MSDS] documents for cleaning materials, and safety supervision are the complete responsibility of the Contractor, and by submitting a bid and signing this Agreement, Contractor acknowledges its full responsibility for safety training, safety supervision, and responsibility for violations of local, state and/or federal safety regulations which may occur during Contractor's performance of work under this Contract. Without limiting the generality of the foregoing, the Contractor agrees to comply, and shall comply, with the provisions of subsection [a], [b], [c] and [d] of Section 6401.7 of the Labor Code and with all standards and regulations adopted by the Occupational Safety and Health Standards Board pursuant to Section 6401.7 of the Labor Code.

23. SAFETY AND TRAINING (Continued)

- b) All Contractor employees working in City facilities shall have received a minimum two (2) - hour State recognized training course on Asbestos Awareness, provided and paid for by the Contractor.
- c) Up to two (2) times per year, the City may provide all Contractor employees assigned to this Contract, emergency evacuation and fire extinguisher training. This training, if required by the City, is mandatory and all Contractor employees assigned to this Contract shall attend, participate and pass the training courses. Contractor is required to keep detailed documentation of successful training on file at their facility at all times.
- d) The Contractor shall comply with all requirements of Title 8, Article 105 of the General Industrial Safety Orders "Control of Noise Exposure". In accordance with the foregoing statement, the Contractor shall pay for and provide all Contractor employees assigned to this Contract, a hearing medical test to establish a baseline level upon initial assignment. The Contractor shall provide and pay for annual hearing medicals thereafter during the period of this contract. The Contractor shall maintain all hearing medical records and shall provide copies to the City Safety Officer within five (5) working days upon request.
- e) The Contractor shall provide and pay for and all employees assigned to this Contract shall attend, participate and pass a course in Blood Borne Pathogens Standard, during the first two (2) months of the contract. If Hepatitis shots are required, Contractor shall provide and pay for them for any Contractor employees required to have them.
- f) The Contractor shall have in place, a written Hazard Communication Program complete with, but not limited to, appropriate Material Safety Data Sheets and proper training for all employees assigned to this contract during the entire duration of this Contract. The Contractor shall provide and pay for and all employees assigned to this Contract shall attend, participate and pass a course in Hazard Communication, during the first two (2) months of the Contract.
- g) The Contractor and its employees shall disconnect any electrical office machines, coffee pots and turn off lights inadvertently left on by City employees that might become a detriment to the item or a fire hazard.
- h) The Contractor shall dispose of all wastes, including cleaning water in an appropriate and legal manner. Cleaning water shall not be dumped outside of buildings, on lawns, in the street, etc.
- i) The Contractor shall be familiar with and operate within the guidelines set forth in the Occupational Safety and Health Act and CAL-OSHA and the General Industrial Safety Orders.

24. LABOR RELATIONS

The Contractor is responsible for labor relations with Contractor's employees and employee unions. The City, its employees, unions, associations, officers and elected officials are not responsible for any labor relations with the Contractors employees or unions. Any Contractor employee work stoppages, slowdowns or other disruptions of Work which will affect the performance of this contract shall be brought to the attention of the Project Manager immediately by the Contractor. The City shall have the right to provide other services to carry out the provisions of this Contract if the Contractor is unable to perform either partially or wholly. A pro-rated monthly amount will be paid to the Contractor based upon the pro-rated share of Work completed.

25. DISCLOSURE OF INFORMATION

The Contractor agrees that it will not, during or after the term of this Contract, disclose any proprietary or otherwise confidential or sensitive information about the City or this Contract to any individual, group, company or corporation.

26. HOLIDAYS

The City observes ten (10) annual holidays. Any of these holidays not observed by the Contractor shall be regular work days for the Contractor's employees being used for this Contract. These unobserved holidays shall be used by the Contractor to accomplish the most disruptive tasks covered by the Contract. Vendor's Supervisor shall provide 24-hour prior notification of their holiday work schedule to the Burbank Police Department "Desk" at (818) 238-3000 or (818) 238-3333.

27. TRANSPORTATION OF EQUIPMENT AND PERSONNEL

It shall be the responsibility of the Contractor to provide consistent, reliable transportation for equipment and staff to service identified facilities. All costs related to the maintenance and operation of said transportation vehicle(s) shall be the sole responsibility of the Contractor.

28. PARKING

The Contractor shall instruct its employees where to park at each facility as assigned by the Project Manager.

29. ASSIGNMENT OF CONTRACT

This Contract is for the services of the Contractor. Any attempt by Contractor to assign the benefits or burdens of this Contract without the prior approval of the City shall be prohibited and shall be null and void. Carpet cleaning and window cleaning shall be exempt from this requirement. Contractor must notify the Project Manager in writing, seven (7) days in advance, of a request to use a designated Subcontractor. The Subcontractor must meet Insurance and IIPP requirements as contained in the General Conditions.

30. CHANGES TO THIS CONTRACT

Changes to this Contract must be authorized by the Purchasing Division. Note the project name and the Purchase Order number on all correspondence. Send correspondence to:

CITY OF BURBANK
Purchasing Division
301 E. Olive Ave,
Burbank, CA 91502

31. TRANSMITTAL OF SCHEDULES AND CORRESPONDENCE

Note the project name and the Purchase Order number on all correspondence. Send all required schedules and correspondence to the responsible Project Manager.

32. **INVOICING AND PAYMENT**

- a) Invoicing for services shall be delivered to the cognizant Project Manager. Invoices shall be submitted for payment no later than ten (10) calendar days after the last day of the month of service.
- b) Prior to City payment of the monthly invoices, the Project Manager shall review and approve payment based on the satisfactory completion of service. Payment shall be issued within thirty (30) days of receipt of the monthly statement. Contractor shall be paid on a monthly basis in arrears. Contractor shall submit monthly invoices for all services to the addresses as shown below:

CITY OF BURBANK	CITY OF BURBANK	CITY OF BURBANK
Burbank Water and Power	Public Works Department	PRCS Department
John Cassidy	Marco Henriquez	Jan Bartolo
164 W. Magnolia Blvd.	124 S. Lake St.	301 E. Olive Avenue
Burbank CA 91503-0631	Burbank CA 91502	Burbank CA 91502

- c) Each invoice must contain the following information:
 - i. Purchase Order Number
 - ii. Name of facility serviced
 - iii. Period of service submitted for payment
 - iv. One (1) original and two (2) copies of the invoice

33. **NINETY DAY PROBATION**

The successful bidder will be placed on a 90 day probationary period at time of award. The City has the right to terminate the contract for any reason during this probationary period. Any costs incurred by the successful bidder during this contract **will not** be reimbursed if they do not pass this probationary period.

PRICE AGREEMENT 1771
SPECIFICATION FOR
CUSTODIAL AND OTHER RELATED SERVICES

Successful bidder (Contractor) will provide custodial services for planned and unplanned absences of City employee custodians. For planned absences, a weekly schedule will be provided to the Contractor by the close of business each Friday for the following week's requirements. For unplanned absences, the Contractor should have on-call employees who can arrive at their assigned location on short notice to work a standard eight (8) hour shift to cover occasional employee sick leave. Generally the City would desire a two (2) to four (4) hour response time to fill these vacancies. The majority of occurrences in this category, historically, have been planned absences that require a worker for periods of one (1) week to three (3) months.

It is anticipated that 10,000 to 12,000 hours will be required annually. No guarantee is made by the City of the use of any hours. For bid evaluation purposes only, assume 12,000 hours will be required.

A. CUSTODIAL WORK REQUIREMENTS AND WORK FREQUENCY

1. OFFICE AREAS – DAILY

- Empty trash and replace liner if necessary. Empty recycle containers.
- Dust furniture, windowsills and other horizontal surfaces.
- Wipe telephone and receivers.
- Clean glass doors, door frames, partition glass and wall around switches.
- Vacuum all rugs and carpets unobstructed by furniture, replacing chairs to their original position. Spot clean minor stains as necessary.
- Dust mop wood, resilient and composition floor areas with treated dust mop. Spot mop if necessary.
- Dust all marble floors with untreated dust mop.
- Mop all spills on hard surface floors as necessary. Wet mop all floors once a week.
- Replace burned out lamps and report any light fixture(s) not working.
- Empty pencil sharpeners when full.
- Clean and sanitize floor mats.
- Turn off all lights.
- Secure and lock all doors.

2. ELEVATOR LOBBIES AND PUBLIC CORRIDORS – DAILY

- Dust mop wood, resilient and composition floor areas with treated dust mops. Spot mop, if necessary.
- Vacuum all carpet areas. Spot clean as necessary.
- Remove fingerprints from elevator and all other doors, walls & other surfaces.
- Dust all artwork, picture frame and molding.
- Replace burned out lights and report any light fixture(s) not working.
- Remove minor graffiti from interior surfaces. Report exterior graffiti to hotline.

A. CUSTODIAL WORK REQUIREMENTS AND WORK FREQUENCY (Continued)

3. **RESTROOMS – DAILY**

- Empty and sanitize all trash receptacles and sanitary napkin disposal units. Replace waste bag and liners.
- Wash and disinfect all basins, toilet seats, and urinals (including tile walls near urinals). Damp wipe all partitions, clean and polish flush valves, piping, toilet seat hinges and other metal surfaces. Clean undersides of rim on urinals and bowls.
- Wash and polish all mirrors, powder shelves, bright work, towel dispensers, receptacles and any other metal surfaces.
- Spot wash walls and doors.
- Dust all ledges and tops of partitions.
- Fill all dispensers.
- Sweep all hard surfaces floors.
- Damp mop hard surface floor areas with germicidal solution.
- Replace burned out lights and report any light fixture(s) not working.
- Unclog toilets. If unable, notify the Maintenance Dept.

4. **CUSTODIAL CLOSETS – DAILY**

- Remove trash. No trash is to be stored overnight in the closets.
- Maintain orderly arrangement of all supplies.

5. **LUNCH ROOMS AND KITCHEN AREAS – DAILY**

- Remove trash and change all liners.
- Wipe tables, chairs and countertops.
- Wash and polish kitchen sink.
- Wipe front of all appliances.
- Sweep and spot mop floors.
- Replace burned out lights and report any light fixture(s) not working.

6. **ALL FACILITIES – DAILY**

- Open buildings and secure alarms.
- Close buildings and secure alarms.
- Change drinking water bottles. (as needed)
- Report all maintenance, vandalism, electrical, security and plumbing problems to Building Maintenance on official form provided by the City.
- Provide direction and information to public upon request.
- Reset clocks as needed.

7. **ELEVATOR CABS – NIGHTLY**

- Dust all walls, doors and ceilings.
- Vacuum carpets and spot clean stains.
- Spot clean all elevator saddles.
- Clean all metal work.
- Replace burned out lights and report any light fixture(s) not working.

8. **ELEVATOR LOBBIES AND PUBLIC CORRIDORS – WEEKLY**

- Spot wash all lobby walls and doors.
- Polish and clean all door kick plates, elevator doors and thresholds.
- Dust all door jams.

A. CUSTODIAL WORK REQUIREMENTS AND WORK FREQUENCY (Continued)

9. **LUNCH ROOMS AND KITCHEN AREAS – WEEKLY**

- Spot wash doors and walls.
- Mop floors.
- Wipe all vinyl, chair rungs and table pedestals.
- Clean interior of microwave ovens.

10. **STAIRHALLS – WEEKLY**

- Sweep all stairways.
- Dust all doors.
- Dust handrails.
- Spot wash walls.
- Replace burned out lights within reach of eight-foot ladder and report any light fixtures that are not working.
- Damp mop all stairways.

11. **OFFICE AREAS – MONTHLY**

- Dust all areas above and below the custodian's normal reach.
- Machine scrub and refinish all building resilient floors with slip resistant floor finish.
- Vacuum all upholstered furniture.
- Dust all artificial plants.

12. **RESTROOMS – MONTHLY**

- Wash all partitions and tile walls.
- Dust all doors and doorjamb.

13. **ALL FACILITIES – QUARTERLY**

- Clean all interior and ground level entrance windows.
- Thoroughly damp clean Venetian, vertical and horizontal blinds.
- Dust high areas including air conditioning vents and remove cobwebs, i.e. door sashes, window ledges, tops of partitions, doors, high cabinets, ceilings and walls.

14. **MISCELLANEOUS**

These services are included in the contract scope of work and are billable, per hour, based on your quoted hourly rate.

- Wet vacuum, mop and clean up overflowing drains, sinks, rainwater, spills and other related problems.
- Minor pest control using spray cans.
- Put up and take down flags.
- Provide furniture moving.
- All workers must be able to lift 50 pounds.
- Provide courier and material pick-up and delivery service using vendor's vehicles.
- Examination and other event set-ups and take-downs.
- Other related services as requested by the City.

B. OTHER RELATED SERVICES

Except for emergencies, window cleaning, carpet cleaning, and hard surface flooring maintenance will require a written quotation for the total cost of the work to be done. If the quotation is unacceptable to the City, other bids may be sought.

The Contractor shall furnish and provide all necessary cleaning supplies, tools and equipment as may be required to perform the services required. All such supplies and materials shall be of the highest quality. All equipment, machines and tools shall pass the minimum safety requirements of Cal-OSHA. The equipment shall be subject to inspection at any time during the effective dates of this Contract. If the Project Manager determines any tools or equipment to be in an unsafe condition, he may cause its removal from service.

As part of the City's on-going efforts to be environmentally friendly, all cleaning products used by the vendor shall be green seal certified and approved by GreenGuard Environmental Institute (GEI). The City will give preference to those vendors that use "green certified" products. If all products are not "green certified", vendor will be receptive to incorporate "green certified" products into their cleaning program.

1. Interior and Exterior Window Cleaning

Include all required material, equipment, labor and scaffolding needed. A walkthrough will be required for the City of Burbank facilities listed below and other facilities that may require this service.

Contractor shall manage and control all window wash water and cleaning solution runoff so as not to adversely impact the environment nor violate the General Discharge Requirements found in the State Water Resources Control Board Water Quality Order No. 97-03-DWQ National Pollution Discharge Elimination System (NPDES) General Permit No. CAS000001 – Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities.

Not all City facilities will require window washing, however, City facilities that utilize this service most frequently are listed below:

- City Hall
- Administrative Services Building
- PD/Fire Headquarters
- Joslyn Senior Center
- Buena Vista Library

2. Floor Maintenance – Hard Surface Flooring

- Perform stripping, waxing and polishing on all hard surface floors, including marble floors.
- Floors shall be dust mopped, removing all surface dirt and grime.
- Floors will be stripped, removing all wax and/or sealer and other coatings.
- Detail all corners and edges removing any marks or stains.
- Floors will then be re-waxed, refinished and polished with three (3) coats of a minimum 25% solid base wax and/or sealer.
- All spills and splashes will be removed from baseboards, walls, doors, frames and all other non-floor surfaces.

3. Carpet Cleaning

- Perform carpet cleaning using the chemical dry clean method. Wet shampoo method shall only be used upon City of Burbank request.
- Carpeting will be thoroughly vacuumed, removing all loose particles followed by spot cleaning to break down grease, gum and spills.
- Apply cleaning solution, then power scrub to dislodge embedded dirt and soil stuck in carpet fibers.
- Power extraction will be used to remove dirt, soap scum and other residue.

POTENTIAL SERVICE LOCATIONS

The facilities that will require carpet and hard surface flooring cleaning are listed below and equal approximately 580,000 square feet. The square footage figures are estimates only and the City makes no guarantee of the amount of floor maintenance work that will be done by the contractor. However, it is anticipated that approximately 200,000 to 300,000 square feet of floor maintenance will take place per year in the following facilities.

	BUILDING	ADDRESS	APPROX. SQ. FT.
1	Animal Shelter	1150 Victory Pl.	8,720
2	Administrative Services Bldg	301 E Olive Ave.	23,750
3	Buena Vista Library	300 N. Buena Vista Blvd.	26,800
4	Burbank Water and Power -- Administration Building	164 W. Magnolia Blvd.	10,000
5	CDD (Old WFB)	141 N Glenoaks Blvd.	7,500
6	Central Library	110 N Glenoaks Blvd.	43,760
7	City Hall	275 E Olive Ave.	42,462
8	Community Services Building	150 N Third St.	60,000
9	Creative Arts Center	1100 Clark Ave.	4,137
10	DeBell Club House	1500 Walnut Ave.	14,000
11	Don Tuttle Senior Center	1731 Ontario St.	2,048
12	Fire Station #12	644 N. Hollywood Way	12,269
13	Fire Station #13	2713 Thornton Ave.	6,931
14	Fire Station #14	2305 W. Burbank Blvd.	10,508
15	Fire Station #15	1420 W. Verdugo Ave.	9,198
16	Fire Station #16	1600 N. Bel Aire Dr.	59,000
17	Fire Training Center	1845 N. Ontario St.	4,500
18	Joslyn Senior Center	1301 W Olive Ave	19,889
19	Landfill	3000 N. Bel Aire Dr.	644
20	McCambridge Park	1515 N. Glenoaks Blvd.	37,893
21	North West Library	3323 W Victory Blvd.	6,653
22	Olive Recreation Center	1111 W Olive Ave.	20,347
23	Police/Fire Headquarters	200 N. Third St.	120,000
24	Public Works Field Services	124 S. Lake St.	68,822
25	Recycle Center	500 S. Flower St.	9,348
26	Robert Gross Park	2814 W. Empire Ave.	3,000
27	Stough Canyon Nature Center	2300 Walnut Ave.	4,000
28	Verdugo Park	3201 W. Verdugo Ave.	19,575

RIDERS TO CONTRACT FOR CITY OF BURBANK BID
Please insert each rider as indicated in the body of the Bid]*

Rider IND

but only to the extent that same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees

Rider ALTIND

but only to the extent that any loss, liability or expense is caused by the negligence, misconduct or other fault of Contractor, its agents or employees

Rider EXPT

except to the extent same are caused by the negligence, misconduct or other fault of Owner, its agents or employees

Rider INS

but only to the extent that same are indemnified pursuant to the indemnity paragraph hereof

Rider INC

except for price increases beyond the reasonable control of Contractor, including but not limited to prevailing wage requirements, collective bargaining agreements, government mandates, insurance costs, and supply price increases

Rider TERM

Contractor may terminate this agreement upon 30 days written notice to Owner.

Rider CUR

after notice and reasonable opportunity to cure

Rider CBA

to the extent permitted by law and any applicable collective bargaining agreement

Rider ASSIGN

; provided, however, that Contractor may assign this Agreement to an entity under the control of Contractor's parent company.

Rider JAN

Payment shall be due within 30 days after the earlier of the date of the invoice, or the last day of each month for which services were performed. A late charge for the lesser of 1.5% per month, or the maximum rate permitted by law shall be paid by Owner on any past due payment not received within 15 days after the payment due date. If Owner's account is referred to an agency or attorney for collection, Owner shall reimburse Contractor for its attorney's fees and collection costs. Upon the expiration of this contract's term and any extensions, it will convert to a month-to-month agreement, with

all other terms and conditions continuing in effect. If this Contract is cost plus, Owner acknowledges that Contractor may receive discounts or rebates from suppliers based on volume or other factors, which are the sole property of Contractor and are not credited to Owner. Owner acknowledges that agreed upon costs and insurance rates may exceed Contractor's actual cost or the amount billed to Contractor.